REMARKS

Applicants respectfully traverse and request reconsideration.

Claims 1-3, 6, 8-17, 20-23, 26, and 30 stand rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 5,761,306 (Lewis) in view of Generalized Certificates (Ellison).

Applicants respectfully submit that claim language in claim 1 appears to have been misapprehended and/or that the Ellison reference may not be fully understood. For example, in the "Response to Arguments" in the final office action, the office action states "with respect to what was formerly claim 4 and is now incorporated into the first claim, Ellison's discussion on page 3 of the key, the existence of which need not be known to a CA, meets the limitation of sending keys from a user to a CA. The Examiner first presented this argument on page 3 of paper 17, sent December 1, 2000. This is also applicable to what were formerly claims 14 and 28." (Final action, page 2). Applicants respectfully submit that much of the claim language has not been addressed either in the office action of December, 2000 or in the current final action since Applicants are not claiming merely the sending of keys from a user to a CA. As such, if this rejection is maintained, Applicants respectfully request a page number and specific wording in the Ellison reference that teaches the following language so that the arguments are crystallized for purposes of an appeal if necessary. For example, the office action does not address how the Ellison reference allegedly teaches all of the language of former claim 4 nor the language in current claim 1. For example, the cited teachings in the Ellison reference simply appear to indicate that a user may use their own signature on a key for a person for which they wish to communicate and that no CA needs to know "she has a key". As such, Ellison merely teaches that a recipient's signature may be used in a sender's certificate. This does not appear to be relevant to Applicants' claim language which requires, among other things,:

"determining whether a digital signature key pair update request has been received from a client unit;

receiving a new digital signature key pair from the client in response to the digital signature key pair update request and creating a new digital signature certificate containing the selected public key expiry data selected for the client and that generated the digital signature key pair update request."

Ellison is not directed to and does not teach receiving a digital key pair from a client in response to the digital signature key pair update request, as required by the claim. The final office action and the office action in 2000 also do not address this claim language. Moreover, there is no determining whether a digital signature key pair update request has been received from a client unit as required in the claim taught in the Ellison reference.

Moreover, the rejection as to pending claim 1 also does not appear to cite which portion of Ellison allegedly teaches the determining step, receiving step, and associating stored selected expiry data that includes creating a new digital signature certificate containing the selected public key expiry data selected for the client that generated the digital signature key pair update request. Since the "Response to Arguments" section states that formerly claim 4 was rejected based on Ellison's discussion on page 3, it is assumed that the steps from original claim 4 are all allegedly taught by Ellison as noted above, Ellison fails to teach or suggest the above steps. If this rejection is maintained, Applicants respectfully request a specific showing in Ellison of where each of these steps is allegedly taught so Applicants can suitably respond or so that the issue is specific enough to be addressed on appeal.

Applicants also respectfully reassert the relevant remarks made in their previous responses.

As importantly, the final action status should be removed since it does not appear to address all of the limitations of, for example, claim 1. By way of example, the step of "receiving a new digital signature key pair from the client unit in response to the digital signature key pair

update request" in combination with the other steps has not been addressed either in the "Response to Arguments" section or in the "Claim Rejections-35 U.S.C. §103" section of the final action. This language appeared in original claim 4 and as noted in the final action, this claim was allegedly originally rejected solely on the basis of the Ellison reference and in particular, namely the discussion on page 3 of a key, the existence of which need not be known to a CA. However, the claim does not claim such operation but instead claims receiving a new digital signature key pair from the client unit in response to the digital signature key pair update request. Accordingly, a new digital signature key pair is sent by a client unit and it is sent in response to the digital signature key pair update request. Since Ellison does not discuss or describe a new digital signature key pair being sent or received from a client, nor a digital signature key pair update request, Ellison cannot render the claim obvious. As such, the claim is condition for allowance. Nor is the step of determining whether a digital signature key pair update request has been received from a client unit taught in Ellison's discussion on page 3, this was the only portion cited in rejecting original claim 4. This is because there is no digital signature key pair update request contemplated in the cited portion of Ellison.

The above remarks are also applicable to the other claims suitably rejected under Lewis in view of Ellison. Applicants again respectfully incorporate by reference all relevant remarks stated in previous responses.

Claims 1-4, 6, 8-18, 20-24 and 26-30 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Lee in view of Ellison. Applicants respectfully reassert the relevant remarks made above with respect to Ellison and as such these claims are also in condition for allowance.

As to the Lee reference, the "Response to Arguments" section indicates that although Lee is directed to a completely different problem than that faced by Applicants, it is nevertheless

analogous art since it is reasonably pertinent to the particular problem with which Applicants were concerned and in this case it is alleged because Lee "clearly is concerned with key certification" so that Lee is an analogous reference. However, Applicants are not claiming a method for certifying a key but instead the methods are directed to a system and method for providing updated digital signature key pairs to a plurality of clients in a public key system. Again, Applicants respectfully submit that the Lee reference is not directed to a system and method for providing updated digital signature key pairs to a plurality of clients in a public key system and that Applicants are not claiming key certification as allegedly taught by Lee. As such, the claims are in condition for allowance.

In addition, the "Response to Arguments" section states that Applicants analysis of Lee is flawed since it is alleged that in Lee the sending of the issuer's key pair to the certification authority constitutes an update request. However, there is no statement in this section of the office action indicating exactly which limitations of the claims are being addressed by this statement. The previous office action cited columns 10 and 11 for allegedly teaching all of the claimed subject matter of, for example, claim 1 except that expiry data is selectable and that Ellison has been cited for teaching setting public key validity periods according to risk management. As such, Applicants understand the rejection to be exactly what the Examiner had stated, namely that all the claimed subject matter is in Lee except for the teaching of allegedly having expiry data that is selectable. Again, this rejection appears to have been maintained in this office action on page 6 of the final action where it states that "Lee et al. do not say that the expiry data is selectable. In the paragraph spanning pages 5 and 6, Ellison teaches setting public key validity periods according to risk management." However, again this rejection does not address specific limitations the amended claim 1. Applicants pointed out in the previous

response that the Lee reference is silent as to a digital signature key pair update scheme and "does not appear to teach or suggest, among other things, determining whether digital signature key pair update request has been received from a client unit or receiving a new digital signature key pair from a client unit in response to the digital signature key pair update request. Since the references are silent as to such digital signature key pair update requests, these claims are in condition for allowance." (Page 15 of Applicants last response). Again, Applicants are unable to find any rejection of these claim limitations relating to the specific portion in Lee that is alleged to teach these steps. As such, the claims are in condition for allowance since the Lee reference appears to be silent as to these steps. If the rejection is maintained, Applicants respectfully request that the finality must be withdrawn since neither the previous rejection nor the current rejection address where the Lee reference teaches, among other things, these steps.

Moreover, the final action does not address Applicants point that in particular the office action attempts to equate the "issuing bank" with Applicants claimed "client unit". Lee does not teach, among other things, that the issuing bank sends a digital signature key pair update request which would be required if the office action's assumption was to be made. Moreover, Lee appears to merely describe a conventional certification authority hierarchy wherein the issuing bank serves as one certificate authority and a higher order certificate authority referred to as "the certificate authority" generates an issuer certificate for the issuing bank. There is no discussion in the cited reference of how an issuing bank gets any updated key pairs or which entity determines whether an expiry period for a digital signature key pair has occurred. Accordingly, the claims are in condition for allowance. In addition, the Lee reference is not directed to a digital signature key pair update mechanism as required by the claims. Since the combination of references do not teach the required claim limitations, Applicants respectfully submit that the

claims are in condition for allowance. Applicants also respectfully reassert the remarks that the references are not properly combinable.

Claims 5, 19, 25 and 27-29 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Lewis and Ellison and further in view of Applicants' admitted prior art. Applicants respectfully reassert the remarks made above with respect to the Lee reference and as such these claims are also in condition for allowance. In addition, the references neither teach nor suggest the determination of a digital signature private key lifetime end date and creation date upon a user log in to the public key system. The references are silent as to such a teaching. In addition, none of the references or Applicants' prior art teaches that a client unit initiates a key pair update request based on whether the difference between a current date and a digital signature private key lifetime end date that was provided by a multi-client unit that provided selectable digital signature private key selection based upon the periods of times set forth in the claims. Accordingly, these claims are also believed to be in condition for allowance.

Applicants respectfully submit that the claims are in condition for allowance and a Notice of Allowance is respectfully solicited. The Examiner is invited to contact the below-listed attorney if the Examiner believes that a conference would expedite the prosecution of the instant application.

Respectfully submitted,

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